

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 1/18/06

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of lease agreement with the U.S. Government for the Upper Air Inflation Building site for the National Weather Service at the Key West International Airport.

ITEM BACKGROUND: Lease term is from October 1, 2005, through September 30, 2006, with renewal options not to exceed 20 years. This is a no cost to the Government agreement.

PREVIOUS RELEVANT BOCC ACTION: Approval of previous agreement dated October 1, 1982.

CONTRACT/AGREEMENT CHANGES: New Agreement

STAFF RECOMMENDATION: Approval

TOTAL COST: n/a

BUDGETED: n/a

COST TO AIRPORT: n/a

SOURCE OF FUNDS: n/a

COST TO PFC: n/a

COST TO COUNTY: n/a

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

AIRPORT DIRECTOR APPROVAL _____



Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: US Government - NOAA

Effective Date: 10/1/05

Expiration Date: + 20 years

Contract Purpose/Description: Lease for Upper Air Inflation Building Site

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 1/18/06

Agenda Deadline: 1/3/06

CONTRACT COSTS

Total Dollar Value of Contract: -0-

Budgeted? n/a

Grant: n/a

County Match: n/a

Current Year Portion: n/a

Account Codes: n/a

ADDITIONAL COSTS

Estimated Ongoing Costs: n/a
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>12/28/05</u>	() (X)	<u>Peter Horton</u> Peter Horton	<u>12/28/05</u>
Risk Management	<u>12/22/05</u>	() (X)	<u>M. Slawik</u> for Risk Management	<u>12/22/05</u>
O.M.B./Purchasing	<u>12/23/05</u>	() (X)	<u>Robertore Spindle</u> for OMB	<u>12/27/05</u>
County Attorney	<u> / / </u>	() ()	<u>Pedro Mercado</u> County Attorney	<u>12/05</u>

Comments: _____



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE:

LEASE NO: 066LBF0602

THIS LEASE, under the authority of 40 U.S.C. 490 (h)(1), made and entered into this date by and between

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

whose address is:

3491 S. Roosevelt Boulevard, Key West, FL 33040

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for considerations hereinafter mentioned, covenant and agree as follows;

1. The Lessor hereby leases to the Government the following described premises:

Approximately 1.38 acres of ground space located at the Key West International Airport in Key West, Florida,

to be used for: an Upper Air Inflation Building site and related NWS operations.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 2005 through September 30, 2006, subject to termination and renewal rights as may be hereinafter set forth.

3. This lease shall be at no-cost to the Government.

4. The Government may terminate this lease at any time by giving at least 30 days notice in writing to the Lessor.

5. This lease may be renewed at the option of the Government from year to year upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for 1 year, unless the Government gives the Lessor written notice 30 days prior to the expiration of this lease or any renewal thereof, that it will not exercise its option. Provided, however, that no renewal shall extend this lease for a period more than 20 years from the effective date of this lease. All other terms and conditions of this lease shall remain the same during any renewal term.

6. The Lessor shall furnish electricity for NWS operations at no cost to the Government.

7. The Lessor shall provide access to the telephone/electrical room in the Adam Arnold Annex. The Lessor shall also provide access to the restrooms located downstairs (air-side) on the west end of the Terminal Building and on the second floor of the Terminal Building, near the telephone/electrical room.

8. The following are attached and made a part hereof:

General Clauses, dated 10/18/2005
SFO No. M06-001, dated 10/12/2005, Part III

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature _____

Title _____

UNITED STATES OF AMERICA

Signature _____

Debbie Putney

Real Property Contracting Officer

GENERAL CLAUSES (Simplified Leases)

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. 552.270-4 DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Beneficial Occupancy Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor", respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

- 2. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
- 3. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
- 4. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
- 5. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.

6. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517C (Full Text) at:

[http://contacts.gsa.gov/webforms.nsf/0/BC89B4E77E01A90885256C0F00438811/\\$file/gsa3517c.pdf](http://contacts.gsa.gov/webforms.nsf/0/BC89B4E77E01A90885256C0F00438811/$file/gsa3517c.pdf).

7. The following clauses are incorporated by reference:

GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

GSAR 552.270-12 ALTERATIONS (SEP 1999)

**PART III
DESCRIPTION OF GOVERNMENT SPACE REQUIREMENTS**

1. LOCATION

The site must be geographically situated to meet NWS' technical requirements. In this case, the location must be at the Key West International Airport in Key West, FL.

2. HOLDOVER

If, after expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rental shall be paid monthly in arrears on a prorated basis at the rate paid during the previous lease term.

3. ACCESS

The site covered by this lease shall be readily and conveniently accessible at all times to authorized personnel for purposes of equipment maintenance, repair, removal or replacement. It is agreed however, that only authorized engineers or employees of the Government, FCC inspectors, or persons under their Lessor's direct supervision will be permitted to enter said property.

The Government requires access to the telephone and electrical room in the Adam Arnold Annex.

The Government requires access to restrooms located downstairs (air-side) on the West end of the Terminal Building (commonly referred to as the 'pilots' restroom), and on the second floor of the Terminal Building, near the telephone/electrical room.

4. GOVERNMENT ACTIVITY

DOC/NOAA shall be responsible for the conduct of the project and will exercise all reasonable precaution to avoid injury to the land and other property on this site. DOC/NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of use of the premises by Government or duly authorized representatives or contractors of Government and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. 2671 et seq. or such other legal authority as may be pertinent. Government also agrees to consider and adjudicate any claims for damage or injury sustained by Government personnel in the performance of their official duties while on the premises. Such adjudication will be made pursuant to the Federal Compensation Act, 5 U.S.C. 8181 et seq., or other such legal authority as may be pertinent.

5. RELOCATION OF GOVERNMENT'S FACILITIES BY LESSOR

If at any time during the period of this lease or any renewal thereof, the Lessor desires to change the location of sites furnished the Government pursuant to this agreement, or the Lessor changes or modifies its facilities, or permits others to change or modify such facilities so as to adversely affect or render useless the Government's equipment, facilities and/or their related power, control or signal lines, any expenses for repair, or for removal of facilities and installation of equivalent facilities at any other site agreeable to the Government, shall be at the expense of the Lessor.

6. SECURITY

- A. The Lessor shall provide security comparable to the types of protection given similar enterprises to prevent illegal entry or loitering in the space leased and to prevent unauthorized entry during off-duty hours.

- B. The Lessor shall provide the Government daily escorts in a timely manner between the Upper Air Inflation to the Terminal building as required.
- C. The Government reserves the right to provide or arrange to provide additional protective services consisting of law enforcement and security activities to ensure the safety of all visitors and occupants of Government space, to safeguard the Government's real and personal property, and to prevent interference with or disruption on all property under Government control. This may include but is not limited to security guard service and alarm systems or devices.

7. UTILITIES

The Lessor shall ensure that utilities necessary for operation are available and all associated costs are included as part of the established rate, including 20A, 3-phase electrical service.

8. LANDSCAPE MAINTENANCE

- A. Landscape and grounds maintenance shall be performed at a level mutually agreeable to the Lessor and the Government. Typically, maintenance should be performed during the growing season on a weekly cycle and consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. Dead or dying plants are to be replaced.
- B. Rodents and other pests shall be exterminated.

9. ALTERATIONS

DOC may require special alterations in the space. The Government reserves the right to contract separately for such facilities, equipment and/or installations, or it may require Lessor to perform such work. In the event the Government requires Lessor to complete such alterations, Lessor will be required to submit a detailed cost estimate to the Contracting Officer within 30 days after receipt of complete specifications. If the Government contracts with the Lessor, payment will be made on a lump-sum basis or through increased rental payments at the Government's option.